

4-2135
19-06
CONTRACT PROPOSALS FOR 1979-1980, 1980-1981

From: THE FRANKLIN SECRETARIAL AND CLERICAL ASSOCIATION
To: THE FRANKLIN BOARD OF EDUCATION (Employer)

PRINCIPLES

- A. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classification set forth in ARTICLE I-A attached hereto and made a part hereof.
- B. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will co-operatively and in good faith honor, support and seek to fulfill.
- C. The provisions of this Agreement will constitute a binding obligation of the parties.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all secretaries and clerks employed by the Board whether under contract, on leave, on a per diem basis employed or to be employed by the Board but excluding the Board of Education Secretary and the Secretary to the Superintendent.

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof do ratify, acknowledge and agree that this contract agreement shall constitute the agreement between the Association and Board until further modified in accordance with the provisions thereof.

DATED:

July 17, 1979

FRANKLIN SECRETARIAL/CLERICAL ASSOCIATION

By Elizabeth Wadovsky
Elizabeth Wadovsky, President

ATTEST:

Doris A. Gancarcik

Doris A. Gancarcik, Secretary

BY

BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN

John Carroll
John Carroll, President

LIBRARY
Institute of Management and
Labor Relations

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ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this agreement and contained herein.

B. Not later than October 1, 1981, the Board agrees to initiate negotiations with the Association over a Successor Agreement. Any agreement, so negotiated, shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURES

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding grievances and disputes by employees of the school system so as to facilitate and assure the smooth and efficient operation of the local school system and to recognize and guarantee the rights of the employees thereof to an orderly and complete process for hearing and deciding all controversies within the said school system.

1. Grievance procedures shall be conducted on the following basis:

Level I: In the event that any person, while in the employ of the Board of Education of the Borough of Franklin shall for any reason, be aggrieved by the application, interpretation or alleged violation of any rule, regulation, policy or decision of his immediate supervisor, the administration or the Board of Education, said employee shall present this to his immediate superior for consideration in verbal or written form.

A. "Immediate Supervisor" is that person directly superior to the complainant who is charged with the responsibility of deciding, carrying out, formulating or implementing the subject matter of the dispute.

Level II: In the event that the complainant is dissatisfied with the decision of his immediate superior or in the event that the controversy cannot be settled at Level I, then in that case, the complainant shall have the right to refer the said controversy to the person next in administrative responsibility who shall be the Principal of the respective school wherein the controversy exists. Upon referral of a complaint to the Principal, the complainant and the immediate superior may submit a written report together with supporting data or information setting forth the reasons for the

Level V: The aggrieved person may after a hearing by the Board as per level IV if not wholly satisfied by their judgement can appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the Administration, and one representative of the Secretarial and Clerical Association, which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and school system in event of acceptance or rejection of the relief sought and further confer with the principle parties involved or their representative as to the factual allegation and decide on the arbitrariness of the case. Should this committee deem it necessary the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten days after the decision of the committee, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty days after said conference. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

- II. In all informal grievance proceedings both parties shall endeavor to dispose of the same by direct conference and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the others, upon three days notice, advise the other party of his, her or its desire to have a representative appear with or for his, her, or them, in which case said proceedings shall be continued thereafter with such representatives present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his own choice present at his discretion upon three days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the fourth level, this may be done, if it is mutually agreeable to both parties.

A: When a member of the Franklin Secretarial and Clerical Association is involved in such a grievance procedure, he may be represented pursuant to the preceding paragraph by a representative of the Association without further evidence of its authority to act in his behalf. Representatives of other organizations shall present satisfactory written evidence of their authority to act, including the names of the individual employees actually represented thereby.

B: Any individual employee, groups of employees and representatives of minority groups shall within the framework of this policy have the right to be heard as herein provided.

C: All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be acted through the chief administrator of the school system to all

ARTICLE VI

ABSENCES

A. Absence for personal illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

2. As of July 1, 1978 all full time employees employed shall be entitled to 12 sick leave days each school year whether or not they report to work on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. in cases of illness extending beyond the employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.

4. in all absences or sick leave exceeding three consecutive school days, the employee may be required to file a physician's certificate with the Superintendent.

5. Secretaries should call in to their immediate supervisor by 8:00 A.M. when they are ill.

B. Absence due to a death in the employees's immediate family or household.

1. Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five school days in each case.

2. The term, "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister or brother.

C. Absence due to a death of non-immediate members of the family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. If outside substitute is called for remaining 2 days, substitutes pay will be deducted from employee's salary.

D. Absence due to serious illness in the immediate family which makes it necessary for the employee to remain home will be granted for 2 full days without loss of pay.

E. Personal leave - Three days leave will be granted without loss of pay for legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the immediate supervisor one week prior to the days requested and the applicant shall not be required to state reason for the absence provided the notice procedure is followed.

in case that the three days without loss of pay is not utilized in a given year, it will accrue to the employee's sick leave.

Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with employee's pay less substitute's pay upon the approval of the Superintendent.

F. Professional Business

1. Absences to attend conferences, workshops, conventions, shall be allowed with full pay upon approval by the Superintendent and the Board of Education.

a. Any such leave shall be limited to three days either staggered or consecutive, during any one school year.

b. No more than two employees shall be permitted to exercise the privilege as herein provided at any one time.

c. Expenses for attendance at special conventions or meeting shall be allowed an employee by the Board of Education upon recommendation of the Superintendent. In addition to the usual expenses to be approved by the Superintendent, there shall be allowed travel expenses of fifteen (15¢) per mile.

d. Any employee desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten days in advance of the convention or meeting date or dates.

G. Court Order

1. Absence from school for reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If an employee is a party to a suit, absence from school in that connection shall be without pay, unless the Board at its discretion shall determine otherwise.

2. Jury duty - Any employee serving on jury duty will receive full pay. Money received from jury duty will be submitted to the school.

H. In the event no substitute is available during an employee's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.

ARTICLE VII

PAYDAYS

A. Employees may individually elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June or monthly in July 1st. and August 1st., according to law.

B. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE VIII

PAID VACATIONS

12 Month Employees

Less than one year - 1 day per month to a maximum of 5 days

after 1 year	2 weeks
entering 10 years	3 weeks
entering 20 years	4 weeks

11 month secretaries receive 1 week pay to be received during the 12th. month.

ARTICLE IX

INSURANCE PROTECTION

The Board shall continue to provide the Health Care Insurance protection existing during the school year 1977-78 for each employee and where appropriate the "family plan."

ARTICLE X

1. File

An employee shall have the right, upon request, to review the contents of his personnel file, and to receive copies at Board expense of any documents contained herein. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every year an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level II.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

controversy and his or her recommended disposition by said school Principal. Thereupon, the respective school Principal may review the matter informally, if both parties agree, or if not, he shall set a time and a place for a hearing and review of the complaint in the presence of the complainant and his respective superior not more than five school days thereafter and the Principal shall render his decision within five days after the close of the hearing or review unless both parties shall consent to an extension of said times.

Level III: In the event that the controversy cannot be settled by the respective school Principal, or if the decision reached after hearing is not acceptable to the employess, the employee shall, within five days after the decision of the Principal, have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

- A. Upon referral of a complaint to the Superintendent of Schools the respective principal to whom the appeal was first made may prepare a written report of his findings and decision which said report shall be submitted to the Superintendent and the complainant. The Superintendent of Schools may review the matter informally, if both parties agree, or if not, he shall thereupon schedule a hearing date not more than ten days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his decision within five days after the close of said hearing or review, unless both parties shall consent to an extension of said times.

Level IV: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent the complainant within ten days thereafter, notify the Superintendent of his intention to exercise his right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies of which shall be delivered to the complainant's immediate supervisor, the respective school principal and the Superintendent of Schools, whereupon the school board at its next regularly convened monthly meeting or at a special meeting called by the Board for the purpose of hearing the controversy shall afford all parties an opportunity to be heard.

- A. Upon application for review by the Board of Education, the Superintendent of schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings for the Board of Education, which said report shall be submitted to the complainant or his or her review at least five days prior to the scheduled hearing of the case by the Board.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to make available to the Association upon request:

A. Information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purpose of mailing, informing and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purposes of proposal calculation only.

B. Whenever any member-representative of the Association is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. Representatives of the Association shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations as set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto (except in cases of an Association declared emergency) whereupon the permission for said use shall not be unreasonably withheld.

D. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request and at such times set by the Administration but in no event during school hours.

E. The Association shall have the right to purchase expendable office supplies and other materials from the Board of Education at the price paid by the Board provided that these supplies are on hand in sufficient quantities to meet the education needs of the school.

F. The Association shall be provided with a bulletin board for official business in the faculty lounge which shall be maintained by the Association.

ARTICLE V

SCHOOL CALENDAR

The school calendar now under the county-wide application shall be the guiding instrument for school operation.

Days when schools are closed due to inclement weather, regular school vacation periods during the school year and regularly scheduled school closings, secretaries shall not be required to report to work. On days such as school closing for memorial services, T&E meetings, in-school seminars and other such emergency days when students are not present, the Superintendent shall have the discretion to require secretaries to be present for work.

Working hours during the school year - 35 hours

Working hours during the summer - 30 hours

This includes a one-half hour duty free lunch period at the discretion or to be arranged by the administration.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

4. Termination of Employment

Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

Any reduction in force will be done on a seniority basis.

Should a vacancy arise in a secretarial/clerical position, full consideration is to be granted to fill vacant position to the present employees.

1979-1980

All Association members receive a \$650.00 increment each, for the 1979-80 school year.

1980-1981

All Association members receive a \$700.00 increment each, for the 1980-81 school year.

LONGEVITY

Entering 15 years	\$200.00
Entering 20 years	\$200.00
Entering 25 years	\$250.00

Single Dental Plan Optional providing Insurance Carrier will accept membership on an individual basis.

The Association shall be entitled to benefits as set forth in the agreement between the Franklin Education Association and the Board of Education in regards to a Family Dental Plan.

New employees will be hired at a salary proportionate to salaries being paid to present employees based upon experience, subject to secretarial/clerical salaries being under the control of the Board of Education.